

SERIAL 03054 -ROQ

LEGAL SERVICES PROVIDERS-COUNTY ATTORNEY II (NIGP 96149)

CONTRACT PERIOD THROUGH JUNE 30, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LEGAL SERVICES PROVIDERS-COUNTY ATTORNEY II (NIGP 96149)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **SEPTEMBER 10, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/jmk
Attach

Copy to: Clerk of the Board
Jean Rice, MCAO
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON REVIEW OF QUALIFICATIONS FOR: **LEGAL SERVICES PROVIDERS-COUNTY
ATTORNEY II (NIGP 96149)**

1.0 INTENT:

Maricopa County intends to select private counsel to provide legal services in support of the County Attorney in the specific fields of *environmental law* and *workers compensation*. This practice may involve the County as a party to litigation, and the incident handled may be one for which the County is wholly or partially self-insured with various retention levels. Other practice areas require occasional outside legal services in a specific matter in which there is a need to supplement the services available in the County Attorney's Office. To this end, the County will enter into an agreement with numerous qualified attorneys who, from time to time, may be called upon to provide legal services regarding a specific matter according to the terms fixed by the agreement. A copy of the anticipated contract is attached to this invitation, **identified as attachment B**. Letters of interest and statements of qualifications are invited from those members of the legal community who are interested in serving as counsel for Maricopa County when called upon to do so. This procurement activity is identified as a requirement contract, and no guarantees are made by the County as to the quantity of "work" which will may be required. **Initial contract period will be for a two (2) year period.**

2.0 SCOPE OF WORK/SERVICES REQUESTED:

2.1 The services requested at this time are intended to supplement the services already available to Maricopa County, by contract, from private firms. Additional services are particularly sought in the areas of *environmental law* and *workers compensation*. Statements of Qualification will be considered for the range of services and practice areas listed below, depending upon the needs of the county and the qualifications of the private firm, considering the following factors:

- 2.1.1 Advice, direction and representation in cooperation with the County Attorney and, if applicable, the County Risk Manager and/or other department head or public official within the County;
- 2.1.2 Investigation, legal research and writing, preparation of pleadings, legal memoranda and briefs, appearances before administrative boards, trial and appellate courts;
- 2.1.3 Active association with the Maricopa County Attorney's Office as co-counsel in specified cases;
- 2.1.4 Agreement not to engage in private litigation against or provide legal services directly adverse to the County or other Maricopa County Special Taxing Districts or political subdivisions, including, but not limited to the Flood Control District of Maricopa County, Maricopa County Stadium District, and Maricopa County Library District, without first obtaining written permission to do so from the County Attorney during the effective period of the agreement to provide legal services;

2.2 GENERAL INFORMATION

Interested attorneys are advised that the above-referenced legal services are to be pursued in conjunction with and under the supervision of the County Attorney's Office and, if applicable, in conjunction with the County Risk Manager, where the underlying claim is subject to coverage under the County's program of self-insurance. Other services listed shall be pursued in conjunction with and under the supervision of the County Attorney's Office and, if applicable, the appropriate department or special district of Maricopa County.

Any agreement to provide legal services must conform to and be governed by the laws of the State of Arizona. The County accepts no legal or financial responsibility for the preparation of letters of interest and statements of qualifications by interested attorneys, or the costs inherent in negotiation of an agreement with the County.

Maricopa County wants to explore alternatives to the traditional method of compensation for professional, legal services through a fixed hourly rate. **Interested attorneys should be prepared to consider and discuss various fee arrangements as part of the application process.** The County is interested in securing the specific type of service required, in the quality and quantity required, by establishing a relationship which is professionally and financially advantageous to both the County and to the respondent. Therefore, in addition to identifying fixed hourly rates for partners, associates and legal assistants, respondents are asked to consider and propose alternative compensation options. **For example, counsel may want to propose discounting of hourly rates after a certain number of hours or a certain dollar amount for fees has accrued on the contract, or on a given matter.**

2.3 CONDITIONS

All counsel providing legal representation for the County shall be properly licensed to practice in the State of Arizona.

The County Attorney and the County Risk Manager, if applicable, reserve the right of approval regarding the assignment of the firm's personnel to represent the County. At the written request of the County, the firm will immediately replace any personnel assigned.

The services of any firm **may be terminated upon ten (10) days written notice** given by the County Attorney. In the event of such action, the firm will provide the necessary and appropriate assistance to transfer pending matters to the County Attorney and/or successor counsel.

Maricopa County is an equal opportunity employer and will endeavor to ensure in every way possible that minority and women-owned business enterprises shall have every opportunity to fully participate in providing professional services, purchased goods and contracted services to Maricopa County without being discriminated against on the grounds of race, color, religion, sex, age, disability, marital status, or national origin. Maricopa County encourages the use of certified minority and women-owned businesses in County procurements.

2.4 SELECTION PROCESS

The selection of legal service providers will be effected by a review of qualifications pursuant to the Maricopa County Procurement Code, MCI-348 (D)(3). A Selection Board consisting of not less than three (3) persons, not less than one of whom shall be a deputy county attorney, will review the letters of interest and statements of qualifications and recommend those law firms which are most advantageous and in the best interests of the County. Members of the Selection Board are subject to change. The Selection Board will request comment and recommendations from County officials and managers who are directly affected by certain specialized areas of practice under consideration. The Selection Board will make recommendations to be submitted to the County Attorney for review and final recommendation to the Board of Supervisors. Upon final selection by the Board of Supervisors, the County Attorney will be directed to execute agreements between Maricopa County and the successful proposers detailing the objectives and responsibilities of each party. **Agreements will be for a period of two (2) years.**

The review of qualifications by the Selection Board will consist primarily of review of written materials submitted. **Personal interviews may be scheduled.**

Letters of interest and statements of qualification must be received no later than **JUNE 18, 2003 at 2:00 P.M., MST**. Submittals received after that date and time will not be considered. All material should be submitted with an **ORIGINAL AND FIVE COPIES** for distribution to the Selection Board and staff. **The "ORIGINAL" copy shall be identified as such.**

2.5 MATERIALS TO BE SUBMITTED/SELECTION CRITERIA

The format of counsel's letter of interest and statement of qualifications is left to the discretion of the applicant, so long as the subjects listed below are specifically addressed. These subjects are not necessarily listed in the order of their importance as selection criteria. **Also see WHAT TO SUBMIT IN THE ROQ RESPONSE, as listed below.**

- 2.5.1 The hourly rates and/or any alternative compensation proposals for services rendered by partners, associates and legal assistants;
- 2.5.2 The attorney responsible for managing the agreement as well as the names and background information of firm members who will be responsible for the professional services to be rendered;
- 2.5.3 The firm's prior experience with representation of government/public entities;
- 2.5.4 The firm's representative clientele; and
- 2.5.5 An indication of the practice areas in which the firm has a special capacity and willingness to perform, addressing in particular the practice areas listed above, with detailed information concerning their background and experience, citing examples, in the specific **areas** in which they offer their services.
Inquiries with regard to this selection process may be directed to the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003 (506-3967).

2.6 WHAT TO SUBMIT IN THE ROQ RESPONSE

- 2.6.1 Interested professionals must submit the following in order to be considered for award of a contract:
 - 2.6.1.1 Letter of interest.
 - 2.6.1.2 Statement of Qualifications which includes: The name of the attorney responsible for managing the agreement as well as the names and background information of firm members who will be responsible for the professional services to be rendered; The firm's prior experience with representation of government/public entities; The firm's representative clientele; and An indication of the practice areas in which the firm has a special capacity and willingness to perform, addressing in particular the practice areas listed above, with detailed information concerning their background and experience, citing examples, in the **specific areas** in which they offer their services.
 - 2.6.1.3 Attachment A (**Rates/Alternate compensation proposals**)
 - 2.6.1.4 Attachment B (with an original signature)
 - 2.6.1.5 Attachment D
- 2.6.2 **One (1) original and five (5) copies of the above must be received in a sealed envelope with the referenced ROQ title and number on the outside of the *sealed envelope*. Attachments A through C must be completed in their entirety. *FAX RESPONSES ARE UNACCEPTABLE!!***

2.6.3 DEADLINE FOR SUBMISSION

Sealed responses must be received at the address listed no later than 2:00 P.M. MST on June 18, 2003. Maricopa County does not take postmark dates into consideration.

2.6.4 WHERE TO SUBMIT ROQ RESPONSE

ROQ response must be delivered to the following address. **FAX RESPONSES WILL NOT BE ACCEPTED!!**

**Maricopa County Department of Materials Management
320 W Lincoln St.
Phoenix, AZ 85003
(602) 506-3967**

DO NOT SUBMIT YOUR ROQ RESPONSE TO THE COUNTY ATTORNEY!!

3.0 SPECIAL TERMS & CONDITIONS:

3.1 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

All inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER - (602) 506-3274 FAX: (602) 258-1573
EMAIL: sfisher@mail.maricopa.gov

NOTE: All inquiries must be submitted in writing via either fax or email. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

(see attachment B agreement)

5.0 ADMINISTRATIVE INFORMATION:

5.1 INCORPORATION OF REVIEW OF QUALIFICATIONS SOLICITATION INTO THE CONTRACT:

The contents of this Review of Qualifications and the selected firm's response are to be incorporated into the Contract.

5.2 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Review of Qualifications must be filed with the Procurement Consultant in accordance with Section MCI-905 of the Code.

5.3 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any Bidder believes that any aspect of this Review of Qualifications is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

5.4 PUBLIC RECORD:

All information submitted relating to this ROQ, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-405.

5.5 D/M/WBE PARTICIPATION:

Respondents submitting a response are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting the Maricopa County Materials Management Department Procurement Consultant for this solicitation. Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

5.6 EVALUATION CRITERIA:

The evaluation of this bid will be based on but not limited to the following:

- 5.6.1 Submission of all required documents
- 5.6.2 Evaluation team will review and evaluate materials submitted in response to Section 2.5 **and may conduct personal interviews**
- 5.6.3 Determination of responsibility
- 5.6.4 Negotiation of hourly rate

5.7 AWARD:

Multiple awards may be made, in the County's best interest.

5.8 NON-DISCRIMINATION:

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.9 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Contract and to permit County inspection of personnel records to verify such compliance.

5.10 COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause, and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.11 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this Review of Qualifications.

5.12 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, ROQ Respondents are **REQUIRED TO CHOOSE ONE OF THE STANDARD TERMS THE COUNTY UTILIZES (SEE ATTACHMENT A). FAILURE TO INDICATE A TERM WILL RESULT IN THE COUNTY APPLYING NET 30 DAYS AS BIDDERS TERMS. BIDDER TERMS WILL BE CONSIDERED IN DETERMINING THE BIDDERS PRICE.**

5.13 REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

NOTE: VENDORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR ROQ RESPONSE

ATTACHMENT B

AGREEMENT FOR LEGAL SERVICES/CONTRACT TERMS & CONDITIONS

THIS AGREEMENT is made and entered into by and between MARICOPA COUNTY, acting by and through the Office of the County Attorney, (COUNTY) and FIRM (COUNSEL) and shall have an effective date of July 1, 2003.

It is agreed between the parties as follows:

1. By this reference this Agreement incorporates all provisions of COUNTY's Invitation to Submit Letters of Interest and Statements of Qualification for Proposed Legal Services Providers.
2. Upon referral of a lawsuit or other matter by COUNTY and upon COUNSEL's acceptance of the lawsuit or other matter, COUNSEL shall be appointed as Special Counsel to handle the lawsuit or other matter referred. As Special Counsel, COUNSEL agrees to provide all necessary legal services, including advice and counsel, investigation, legal research, preparation of pleadings, legal memoranda, briefs, and appearances in court in representing COUNTY. The legal services shall be carried out in cooperation with, and under the supervision of the County Attorney in a manner consistent with COUNSEL's ethical obligations to COUNTY. When deemed necessary and appropriate by COUNSEL and the County Attorney, COUNSEL may be authorized to retain additional legal services by a qualified firm in order to complete an engagement, upon such terms and conditions as are pre-approved by the County Attorney
3. When referral of a lawsuit is made, COUNTY will furnish COUNSEL all investigative and other materials it has relative to the claims to be asserted in the lawsuit and will, subject to COUNTY's approval, conduct such additional investigation as COUNSEL shall request.
4. COUNTY agrees to pay COUNSEL for services under this Agreement according to the fee structure for services appended hereto as Appendix A. No bill for services shall exceed the rates set forth in Appendix A without prior authorization from COUNTY. When the special talents of partners or other members of COUNSEL's firm whose services are not addressed in Appendix A may prove to be of benefit to the COUNTY in a particular case, fees for those services may be negotiated by the parties as appropriate, independent of the fee structure set forth in Appendix A. Any services not specified herein shall be billed at actual cost, with prior written consent by COUNTY. In addition, actual, necessary expenses paid or incurred by COUNSEL in connection with performance hereunder will be reimbursed by COUNTY, when accompanied by receipts. COUNSEL shall obtain prior approval from the COUNTY before incurring expenses for such things as out of town travel, lodging or any single item expense in excess of \$100.00. *COUNSEL agrees to make productive use of travel time to the extent possible.* Out-of-town travel expenses of COUNSEL shall be limited to:
 - a. Thirty-one and 1/2 cents (31.5 cents) per mile for the use of the private conveyances of counsel;
 - b. Coach air fare with airline ticket receipts attached to billings; and
 - c. The actual costs of lodging and meals at the rate of, but not to exceed EIGHTY-FIVE (\$85.00) per day for all travel within this state and ONE HUNDRED DOLLARS (\$100.00) per day for all travel outside this state.

Notwithstanding the foregoing, the maximum reimbursement by COUNTY for photocopy and facsimile charges shall be:

- a. Facsimile ("FAX") charges: \$.25 per page, (charge permissible for out going faxes only); and
 - b. Photocopy charges: 20 cents per copy.
5. COUNSEL agrees that COUNTY or its duly authorized representative shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, files, records and other evidence and accounting procedures and practices sufficient to reflect properly all work performed, time charged and compensation and costs received under this Agreement. The materials described herein shall be made available at the office of COUNSEL at all reasonable times for inspection, audit or reproduction until the expiration of three years from the date of final payment of this Agreement.
 6. COUNSEL shall submit monthly billings for services rendered and expenses incurred. All billings should be submitted no later than the 15th of the month following the month in which the services were performed and/or expenses incurred, and must in any event be submitted by the close of the month following the month in which the services were performed and/or expenses incurred. Professional service fees must be invoiced by date service performed, name or initials of person performing service with hourly rate, and each separate service noted with time charged by tenth of hour.
 7. COUNSEL is retained by COUNTY only for the purposes and to the extent set forth in this Agreement.
 8. COUNSEL agrees not to engage in litigation against COUNTY (including any special district whose governing body is made up of members of the Maricopa County Board of Supervisors) during the effective period of this Agreement without first obtaining written permission to do so from the Office of the County Attorney.
 9. COUNSEL shall promptly furnish copies of all pleadings, including answers to interrogatories, document requests and disclosure statements, medical reports, investigative reports and all significant correspondence to COUNTY. Depositions shall be summarized promptly and furnished to COUNTY. Deposition requests and retention of experts must be reviewed and pre-authorized by COUNTY.
 10. As soon after receipt of a lawsuit as is practical, COUNSEL shall furnish COUNTY with a written evaluation of the merits of the case, an assessment of the exposure to COUNTY, and a legal budget through trial. Thereafter, periodic status reports and specifically, all events that significantly affect the merits of the lawsuit or the exposure of COUNTY must be provided to the County Attorney's Office. COUNSEL shall attend meetings to discuss the lawsuit's status at the time and place as requested by COUNTY.
 11. All offers of compromise shall be promptly transmitted to COUNTY, together with COUNSEL's recommendation. The County Attorney's Office will be responsible for obtaining authority to respond to settlement proposals.
 12. As soon as all discoveries has been completed, and in any event, no later than three months prior to the date set for trial, COUNSEL shall discuss with COUNTY the status of the lawsuit with any recommendations as to settlement. COUNSEL shall, at all other times, discuss with COUNTY the advisability of attempting to settle a lawsuit when it is in the best interest of COUNTY to attempt settlement.

13. Whenever additional investigation is deemed desirable by COUNSEL and it can be provided by use of investigators, COUNSEL shall notify COUNTY of such need and the COUNTY may elect, at its option, to conduct such investigation.
14. Deposition requests and expert witnesses shall be retained only after consultation with and approval of the COUNTY. COUNSEL may either pay for expert and other costs as incurred in accordance with the terms of this Agreement and submit them to COUNTY for reimbursement along with the monthly invoice for services, or may incur those costs on behalf COUNTY and arrange for the submittal of invoices directly to COUNTY for payment to the vendor.
15. COUNSEL shall forward to the County Attorney for response all requests received from the Arizona Auditor General relating to an assessment of liability and damages exposure in any matter which has been referred to COUNSEL. COUNSEL shall cooperate with the County Attorney in responding to the Auditor General as efficiently as possible in order to minimize the cost to COUNTY.
16. COUNSEL agrees to act as co-counsel with the County Attorney on those cases where the County Attorney's Office determines that it is advisable to do so.
17. COUNSEL agrees that the COUNTY may request the services of COUNSEL'S employees (such as associate attorneys, paralegal and other personnel) whose hourly rates have not been specified in this Agreement. In that event, an appropriate hourly rate will be mutually agreed upon.
18. This Agreement shall be effective from July 1, 2003 through June 30, 2005
19. Any representation on matters in progress as of the contract expiration date shall continue, unless COUNSEL is notified of other arrangements, and such continued representation shall be governed by the terms of this Agreement as if it had not expired.
20. Unless specified otherwise, as, for example, paragraph 21, below, when notice or correspondence, including invoices for services rendered, is required to be sent to COUNTY, it shall be sent to:

Maricopa County Attorney's Office
Division of County Counsel
Attention: Jean Rice, Assistant Chief Counsel
Security Center Building
222 North Central Avenue, Suite 1100
Phoenix, Arizona 85004-2206

In addition to the reports and information provided by COUNSEL to the Department of Risk Management under the terms of this Agreement, COUNSEL shall also provide a quarterly status report to the Division of County Counsel and shall provide copies of significant correspondence and pleadings to that Division as they are generated or received in the pending matter. Upon completion of the matter, COUNSEL shall provide the entire file to the Division of County Counsel for retention in compliance with the State of Arizona public record requirements.

21. For matters referred to COUNSEL where the underlying claim is subject to coverage under COUNTY's program of self-insurance, management and supervision of the matter referred shall be the joint responsibility of the Claims Manager for Maricopa County Risk Management Department, and the County Attorney's Office.

Unless informed otherwise, the provisions of this Agreement pertaining to notice to COUNTY, including pre-authorization for costs to be incurred in a matter, submission of monthly billing statements, analyses of liability and case planning, provision of copies of pleadings and correspondence, and notice of settlement offers, shall be sent to the individual designated in paragraph 20 and also to:

Maricopa County
Risk Management Department
Security Center Building
Attn: Patrick Spencer, Claims Manager
222 North Central Avenue, Suite 1100
Phoenix, Arizona 85004-2206

22. COUNSEL may, upon referral of a lawsuit, decline to represent COUNTY. COUNSEL may also withdraw from representation of COUNTY when it would be ethically improper to continue to do so. In the event COUNSEL must either withdraw from a case or decline a representation, COUNTY shall be immediately notified in writing, or by telephone if time is of the essence.

23. COUNSEL agrees to provide evidence satisfactory to COUNTY that COUNSEL has in full force and effect liability insurance in amounts which meet or exceed those set forth below:

<u>REQUIRED INSURANCE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker's Comp - Employer's Liability	Statutory - \$500,000
Comprehensive General Liability (Including Contracts and Personal Injury Liability)	\$1,000,000per occurrence
Auto Liability	\$500,000per occurrence
Professional Malpractice	\$1,000,000per occurrence

24. COUNSEL agrees to name COUNTY as additional insured for all required insurance except Workers' Compensation and Professional Liability. COUNSEL shall provide Risk Management an annual Certificate of Insurance evidencing that the insurance required herein is in full force and effect.

25. To the fullest extent permitted by law, COUNSEL shall defend, indemnify, and hold harmless COUNTY, its agents, officers, directors, officials and employees from and against all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the COUNSEL's acts, errors, mistakes, or omissions in the performance of this Agreement. COUNSEL's duty to defend, hold harmless, and indemnify COUNTY, its agents, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense caused by any acts, errors, mistakes or omissions related to COUNSEL's services in the performance of this Agreement, including acts, errors, mistakes or omissions by any person for whom counsel may be legally liable. Notwithstanding the foregoing, this section shall apply exclusively to those actions by COUNSEL and its agents which are tortious in nature and shall not apply to actions which may constitute professional malpractice for which COUNSEL has provided the required insurance pursuant to paragraph 22 hereof.

26. It is understood that COUNSEL may be assigned to represent COUNTY in any particular action only by decision of the County Attorney. COUNSEL's assignment may be withdrawn at any time at the sole discretion of the County Attorney and, if so, COUNSEL shall cooperate fully with alternative assigned Counsel.

27. In the event that any attorney affiliated with COUNSEL who performs any work on behalf of COUNTY leaves the firm, COUNTY shall have the option of requesting that attorney to continue in his/her representation of the COUNTY, and if the attorney consents to continued representation of COUNTY, he/she shall do so pursuant to the terms and conditions of this Agreement for Legal Services. The above notwithstanding, this Agreement shall survive the departure of any attorney affiliated with COUNSEL and shall remain in full force and effect as between COUNTY and COUNSEL, and similarly, between COUNTY and any attorney who leaves the firm and who consents to continuing representation. An Amended Agreement for Legal Services may be executed by COUNTY and COUNSEL or such an attorney to reflect the changes in the law firm entity or association, without a new public solicitation.
28. COUNSEL agrees to notify the County Attorney's Office and the county department or agency involved in any engagement, if COUNSEL receives any inquiry or request for information or documents from the media. COUNSEL agrees not to respond to any such request without the prior approval of both the County Attorney's Office and the county department or agency involved in the engagement.
29. Upon conclusion of any matter handled by COUNSEL on behalf of COUNTY, COUNSEL agrees to provide its files on the matter to the County Attorney, for appropriate retention as a public record.

Firm name: _____

By: _____

MARICOPA COUNTY ATTORNEY

By: _____
Richard M. Romley

MARICOPA COUNTY BOARD OF SUPERVISORS

ATTEST:

By: _____
Fulton Brock, Chairman

By: _____
Fran McCarroll, Clerk of the Board

**JORDEN BISCHOFF MCGUIRE & ROSE PLC, 7272 E INDIAN SCHOOL ROAD STE #205,
SCOTTSDALE, AZ 85251**

**PRICING SHEET P081105 / B0604597
NIGP 96149**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING:

ITEM DESCRIPTION	HOURLY RATE
1. Fixed hourly rate for Senior Partner	\$ <u>230.00</u>
2. Fixed hourly rate for Partner	\$ <u>230.00</u>
3. Fixed hourly rate for Associate	\$ <u>160.00</u>
4. Fixed hourly rate for Legal Assistant	\$ <u>90.00</u>

Alternate/innovative compensation options. Define here:

1. DISCOUNTING OF HOURLY RATES (SEE LETTER OF INTEREST)
2. PAYMENT OF RETAINER BASED ON REDUCED HOURLY RATE (SEE LETTER OF INTEREST)

Terms:	NET 30
Federal Tax ID Number:	86-0793955
Vendor Number:	860793955
Telephone Number:	480-505-3900
Fax Number:	480-505-3901
Contact Person:	CHARLES A BISCHOFF
E-mail Address:	cbischoff@jordenbischoff.com
Company Web Site:	
Insurance Certificate	Yes
Contract Period:	To cover the period ending JUNE 30, 2005.

KLEIN LUNDMARK BARBERICH & LAMONT PC, 702 E OSBORN STE #180, PHOENIX, AZ 85014

**PRICING SHEET P081105 / B0604597
NIGP 96149**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING:

ITEM DESCRIPTION	HOURLY RATE
1. Fixed hourly rate for Senior Partner	\$ <u>110.00</u>
2. Fixed hourly rate for Partner	\$ <u>110.00</u>
3. Fixed hourly rate for Associate	\$ <u>90.00</u>
4. Fixed hourly rate for Legal Assistant	\$ <u>60.00</u>

Alternate/innovative compensation options. Define here:

GRADUATED FLAT FEE ARRANGEMENT. OR ANNUAL RETAINERS AND RETAINERS FOR A
GUARANTEED NUMBER OF HOURS, WITH A PREFERRED HOURLY RATE FOR ADDITIONAL LEGAL
SERVICES REQUESTED.

Terms:	NET 30
Federal TaxID Number:	46-0510564
Vendor Number:	460510564
Telephone Number:	602-279-9777
Fax Number:	602-279-0925
Contact Person:	R TODD LUNDMARK
E-mail Address:	tlundmark@megapathdsl.net
Company Web Site:	
Insurance Certificate	Yes
Contract Period:	To cover the period ending JUNE 30, 2005.